

(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of the 3rd day of February, 2010 ("Effective Date"), by and between **Maritime Communications/Land Mobile, LLC** (hereinafter referred to as the "Seller") a Delaware limited liability company with an office at 218 North Lee Street, Suite 318, Alexandria, VA 22314, on the one hand, and **Duquesne Light Company**, 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219 (hereinafter referred to as the "Buyer"). Buyer and Seller are hereinafter the "Parties" and individually each "Party".

WHEREAS, Buyer seeks to purchase from Seller five channel pairs of 50 kHz each of the Federal Communications Commission ("FCC") licenses owned by Seller within the Territory (as hereinafter defined) on the Effective Date of this Agreement; and

WHEREAS, the Parties are entering into this Agreement to document the terms and conditions under which Seller shall sell and Buyer shall purchase said FCC licenses.

NOW THEREFORE, based on the recitals provided above and other good and valuable consideration, the receipt and adequacy of which is confirmed by both Seller and Buyer intending to be legally bound, Seller and Buyer agree as follows:

Article I – Definitions

- a) The term "**Communications Act**" means the Communications Act of 1934, as amended.
- b) The term "**FCC Order**" means an action by the FCC granting the license for the six channels in the name of Buyer.
- c) The term "**FCC Rules**" means the rules, regulations, and policies promulgated by the FCC under the Communications Act that are currently in effect.
- d) The term "**Licenses**" shall mean five (5) paired channels of 50.00 kHz each of Automated Maritime Telecommunications Service ("AMTS") spectrum issued to Seller by the FCC in the "B Block" of the 217-218 MHz and 219-220 MHz band within the Territory. Attached as **Exhibit A** hereto is a list of those frequencies and sites indicating where the 5 channel pairs may be utilized.
- e) The term "**Territory**" means Allegheny and Beaver Counties, in Pennsylvania, covered by the Licenses, which is shown in the map in **Exhibit A** attached hereto. Buyer's 38 dBu service contour will not exceed the boundaries of the Territory at the edges.

Article II – Purchase and Sale of Licenses.

- a) Purchase Price. Buyer agrees to pay to Seller One Hundred and Twenty Five Thousand Dollars (\$125,000.00) (the “Purchase Price”) for the Licenses. Buyer agrees to pay Seller the balance of the Purchase Price on or before February 15, 2010.
- b) Seller agrees to take the Licenses off the market and exclusively reserve the Licenses for the Buyer for a period of time necessary to receive all consents, waivers and/or approvals from the FCC that are deemed necessary or appropriate by the Buyer for the transactions contemplated by this Agreement (hereinafter the “Exclusivity Period”). The Exclusivity Period shall expire upon the earlier of (i) the Closing Date (as hereinafter defined) or (ii) the termination of this Agreement. In the interim period between today and the Closing Date or termination of this Agreement, Buyer agrees to lease the channels from Seller for an additional fee of One Dollar (\$1.00) per year.
- c) Closing. The closing (herein called the “Closing”) of the transaction contemplated herein shall occur 10 business days after the date on which the FCC issues an order granting the Licenses to Buyer (hereinafter the “Closing Date”).
- d) Deliveries at Closing.
 - i) At Closing, Seller will deliver to the Buyer:
 - A) a copy of the order issued by the FCC that grants the Licenses to the Buyer;
 - B) an assignment from the Seller to the Buyer that acknowledges payment of the Purchase Price and that assigns all of the Seller’s right, title and interest in and to the Licenses,
 - C) such other instruments and documents as the Buyer may reasonably request .
 - ii) At Closing, Buyer will deliver to Seller such instruments of assumption as the Seller may reasonably request.
- e) Conditions Precedent to Closing Obligations.
 - i) Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

- A) FCC Approval. The FCC shall have issued an order granting the Licenses to the Buyer.
- B) Representations True and Correct. Each and every representation of Seller under this Agreement shall be true and accurate in all material respects as of the date when made and, for the purposes of serving as a condition to close, shall be true and accurate in all material respects at and as of the Closing Date as if it had been made again at and as of the Closing.
- C) Compliance with Covenants and Agreements. Seller shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Buyer) each and every covenant and agreement required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date.
- D) Litigation. No suit, action or other proceedings shall, on Closing Date, be pending or threatened before any court or governmental agency seeking to restrain, prohibit, or obtain material damages or other material relief in connection with the consummation of the transactions contemplated by this Agreement.

If any such condition on the obligations of Buyer under this Agreement is not met as of the Closing Date, or in the event the Closing does not occur on or before the Closing Date, or in the event the FCC does not issue an order granting the Licenses to the Buyer, and (in any case) Buyer is not in material breach of its obligations hereunder, this Agreement may, at the option of Buyer, be terminated. In the event such a termination by Buyer occurs the parties shall have no further obligations to one another hereunder (other than the obligations under Articles V and X hereof all of which will survive such termination). If Buyer proceeds to Closing with knowledge of any condition precedent above not being met by Seller, such condition precedent will be deemed waived by Buyer as a condition to close and Buyer hereby waives any claim for breach of a covenant, representation or warranty or for indemnity related thereto.

- ii) Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

- A) FCC Approval. The FCC shall have issued an order granting the Licenses to the Buyer.
- B) Compliance with Covenants and Agreements. Buyer shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Seller) each and every covenant and agreement required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.

- C) Litigation. No suit, action or other proceedings shall, on Closing Date, be pending or threatened before any court or governmental agency seeking to restrain, prohibit, or obtain material damages or other material relief in connection with the consummation of the transactions contemplated by this Agreement.

If any such condition on the obligations of Seller under this Agreement is not met as of the Closing Date, or in the event the Closing does not occur on or before the Closing Date, or in the event the FCC does not issue an order granting the Licenses to the Buyer, and (in any case) Seller is not in material breach of its obligations hereunder, this Agreement may, at the option of Seller, be terminated. In the event such a termination by Buyer occurs the parties shall have no further obligations to one another hereunder (other than the obligations under Articles V and X hereof all of which will survive such termination).

- f) Cooperation. Within fifteen (15) days of the Effective Date of this Agreement, Seller must submit assignment application(s) to the FCC that seek permission from the FCC to assign the Licenses to Buyer from Seller. Buyer and Seller agree to cooperate in the Seller's preparation of, and the Seller's filing of, these FCC assignment application(s). The first draft of each such filing shall be prepared by Dennis C. Brown, counsel to Seller, and all such costs for the preparation of each such filing shall be borne by the Seller. Buyer shall be responsible for the cost of Buyer's counsel in reviewing and commenting on each such filing. Seller and Buyer shall diligently prosecute all such applications, request such extensions to consummate the transaction and take all such actions and give all such notice as may be required or requested by the FCC or any other regulatory agency or as may be appropriate in an effort to expedite the grant of such FCC or such regulatory agency consents, approvals and waivers.

Article III – Representations and Warranties

Seller represents, covenants and warrants that:

- a) Seller is the exclusive owner of the Licenses.
- b) The Licenses are free and clear of any liens or encumbrances.
- c) The Licenses have not been leased by the Seller and will be clear for use by Buyer on the Closing Date.
- d) From the Effective Date until the Closing Date, unless this Agreement is terminated earlier in accordance with its provisions, Seller shall not:
 - i) sell, transfer, pledge, assign, mortgage, encumber or otherwise dispose of all or any portion of the Licenses;

- ii) engage in any transactions or take any action or omit to take any action which will or could adversely affect its rights or interest in, or the validity of, the Licenses;
 - iii) sell, lease, license, cause to arise any lien or otherwise dispose of the Licenses; and
 - iv) take any action that would make any representation or warranty of Seller under this Agreement materially inaccurate at, or as of any time prior to the Closing Date, or omit to take any action necessary to prevent any such representation or warranty from being materially inaccurate at any such time;
- e) From the Effective Date until the Closing Date, unless this Agreement is terminated earlier in accordance with its provisions, Seller shall:
 - i) notify Buyer of any breach or inaccuracy of any representation or warranty of Seller made by Seller as of the Execution Date; and
 - ii) comply with all applicable laws concerning the Licenses and this Agreement, including FCC Rules and the Communications Act.
- f) Seller shall:
 - i) maintain all of its rights and interest in, and the validity of, the License in compliance with the Communications Act and the FCC Rules;
 - ii) conduct its operations in accordance with the conditions established by the FCC for maintaining the Licenses; and
 - iii) promptly provide Buyer with copies of all applications and other correspondence to the FCC and any notices, authorizations, orders or correspondence received from the FCC that directly pertain to the Licenses.
- g) Seller has the requisite power, authority and legal right to execute, deliver and perform this Agreement; this Agreement has been duly executed and delivered on behalf of Seller; and this Agreement constitutes the legal, valid and binding respective obligations of Seller, enforceable in accordance with their respective terms.
- h) the Licenses are valid and Seller is in compliance with all statutes, rules, regulations and policies of the FCC concerning construction and operation of the Licenses and the facilities associated therewith, and the Licenses are fully constructed and operational as required by FCC Rules.

Article IV – Non-Disclosure

Seller and Buyer agree that this Agreement, including the exhibits, is confidential information. Notwithstanding any provision to the contrary, the Parties agree that:

- a) each Party shall be entitled to disclose this Agreement to such Party's officers, directors, employees, legal counsel, accountants and corporate affiliates in order to understand, evaluate, administer, implement and/or enforce this Agreement provided each such permitted recipient of a copy of this Agreement understands that this Agreement is confidential; and
- b) each Party shall be entitled to publicly disclose this Agreement to the extent such disclosure is necessary in any legal, judicial, administrative or dispute resolution proceeding in which a Party seeks the enforcement of, and/or an interpretation of, this Agreement.

Article V – Indemnification

- a) Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, attorneys, agents and affiliates from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of:
 - i) acts and/or omissions of Seller or anyone acting under Seller's direction or control or on Seller's behalf during the term of this Agreement; and/or
 - ii) any default or breach of any provision, representation, covenant and/or warranty of Seller under this Agreement.
- b) Buyer shall indemnify, defend, and hold harmless Seller from and against all claims and actions and all expenses incidental to such claims or actions, based upon or arising out of:
 - i) acts and/or omissions of Buyer or anyone acting under Buyer's direction or control or on Buyer's behalf during the term of this Agreement; and/or
 - ii) any default or breach of any provision, representation, covenant and/or warranty of Buyer under this Agreement.

Article VII – Governing Laws/Disputes

- a) This Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to its choice of law rules.
- b) Notwithstanding any other provisions of this Agreement, any controversy or claim between the Parties arising out of or relating to the enforcement, construction, or performance of this agreement shall be resolved by neutral binding arbitration governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Arbitration shall be conducted by one arbitrator only, whom the Parties shall select by mutual agreement, or who shall be appointed by the AAA if the Parties are unable to agree in writing on the selection of an arbitrator within 30 days after a Party first submits a demand for arbitration. Arbitration shall take place at a location to be agreed upon by the Parties, and if the Parties do not agree upon such a location within 30 days after a

Party first submits a demand for arbitration, then the location shall be a site in Alexandria, Virginia.

Article VIII – Publicity

- a) No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder shall be issued by Buyer without prior written approval of Seller.
- b) Any technical paper, article, publication, or announcement of advances generated in connection with the services under this Agreement, during the period of performance of the Agreement shall require Seller's prior written approval.

Article IX – Notices

All notices, requests, demands, and other communications permitted or required under this Agreement shall be in writing and shall be sent via (i) facsimile and will be deemed to be received upon receipt of a facsimile confirmation page or (ii) via nationally recognized courier service (e.g., Federal Express or UPS) and will be deemed to be received upon the earlier of the date of delivery by said courier service or the date upon which deliver by said courier service is refused by the recipient:

- a) To Buyer, at: Duquesne Light Company
Lee W. Pillar
Communications Engineer
2839 New Beaver Ave
Pittsburgh, PA 15233-1003
Mail Drop N2-DOC
Tel 412-393-8433
Cell 412-779-6067
Fax 412-393-8655
LPillar@duqlight.com
- b) To Seller at: John Reardon
CEO
MCLM, LLC
218 North Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555
(703) 887-2109 cell
Fax: (703) 548-4399

Article X – Termination

This Agreement may be terminated at any time before the Closing Date only as follows:

- a) by mutual written consent of Seller and Buyer;
- b) by either Seller or Buyer, upon written notice to the other Party, in accordance with the terms of Article II (e); and
- c) by either Seller or Buyer, upon written notice to the other Party, of an uncured material breach by the other Party of an obligation or a representation or warranty of such other Party under this Agreement, provided that the non-breaching Party shall have promptly given the breaching Party written notice of same and the breaching Party shall not have cured same within 30 days of receipt of said notice; provided, further, that the non-breaching Party is not itself in material breach of its representations, warranties, covenants or agreements contained herein.
- d) In the event of termination, Seller will refund Buyer the Purchase Price entirely, unless termination is due to Buyer's material breach of this Agreement, in which case Buyer will refund half the Purchase Price (\$62,500.00) and retain the rest as its liquidated damages.

Article XI – Entire Agreement

This Agreement, and the exhibits hereto, constitute the entire agreement between Buyer and Seller. It supersedes all prior contemporaneous communication, representations or agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement herein made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound.

DUQUESNE LIGHT COMPANY

By: _____

Date: _____

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By: _____
John Reardon, CEO

Date: _____

EXHIBIT A

Allegheny and Beaver Counties, Pennsylvania.

The following channel pairs:

- 1.) 217/219.0250MHz
- 2.) 217/219.0875MHz
- 3.) 217/219.1500MHz
- 4.) 217/219.2125MHz
- 5.) 217/219.2759MHz

Pillar, Lee W

From: Sprock, Mark L.
Sent: Monday, February 08, 2010 11:11 AM
To: Gannon, Lesley
Cc: Pillar, Lee W; Grubbs JR., Walter H.; DeLost, Ruth A.
Subject: FW: MCLM
Attachments: Duquesne.APA.2.3.10.doc

Lesley:

Spoke with Ruth, and we both agree to move forward to purchase the RF licenses specified in the attached document. What additional information do you need to move forward with the agreement ?

Lee, have MCLM send the attachment (Exhibit A) to us for review. This will be required before DLCO can sign any document.

Thanks
Mark

From: Sprock, Mark L.
Sent: Wednesday, February 03, 2010 2:44 PM
To: Gannon, Lesley
Cc: Pillar, Lee W; Grubbs JR., Walter H.
Subject: FW: MCLM

Lesley:

Attached is the proposed agreement to purchase 5 paired RF channels. DLCO would own this frequency range in Allegheny and Beaver Counties. **Ignore** the February 15, 2010 date for purchase !!! Exhibit A will be forwarded as soon as we receive it

We are seriously considering purchasing this frequency block due to an immediate need based on the emerging GWC Sectionalizer Replacement Project initiated by the Engineering Department. A portion of the sectionalizer's being replaced will utilize VHF radios instead of copper wire pair. Our department was informed at the end of December regarding this work.

If we do not purchase this frequency range, then DLCO must apply for frequencies from the FCC. These FCC licenses would provide considerably less bandwidth (data transfer capability) than those we are considering to purchase. In addition, this capacity allow for future expansion if required.

Your assistance is always appreciated !!!

Thanks
Mark

From: Pillar, Lee W
Sent: Wednesday, February 03, 2010 12:11 PM

To: Sprock, Mark L.; Grubbs JR., Walter H.
Subject: FW: MCLM

From: John Reardon [mailto:xreardon@earthlink.net]
Sent: Wednesday, February 03, 2010 11:31 AM
To: Pillar, Lee W
Cc: David Warkentien
Subject: Re: MCLM

Dear Lee,

Thanks for your interest in our spectrum, here as promised is a draft Asset Purchase Agreement. We propose to sell our five channel pairs of 50 kHz each to Duquesne Light Company for operation in Allegheny County and in Beaver County. (I know the site list is being finalized and that Plum may be a problem if the RF goes into Westmoreland County).

Please see the attached Asset Purchase Agreement. We would file all FCC paperwork required for the transfer of licenses to Duquesne Light Company. We would lease the spectrum for \$1 while the FCC is processing and approving the transfer. The lease allows your company to operate within 21 days of its filing.

In the event you do not get the license or we breach, the deposit is refunded. If your plans change, we keep half the deposit.

Please note the \$125,000 deposit would be due to be paid by February 15th.

Sincerely,

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC
218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

On 2/3/10 10:22 AM, "Pillar, Lee W" <LPillar@duqlight.com> wrote:

John

Site Latitude Longitude GND-ELV Height Top El

Plumb 40-28-18 79-43-25 1195FT 180FT 54.9 1375FT

Thanks
Lee

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Wednesday, February 03, 2010 10:19 AM
To: Pillar, Lee W
Subject: Re: MCLM

Dear Lee,

I hope you are doing well. We got 3 inches of snow here last night, kids are out of school today! Does not take much for Virginia schools to panic.

We plotted your sites, thanks for the list. The Plumb site is very near the edge of Westmoreland County and I am not sure that site will work for us, since it may put RF into the next county. Do you have the antenna height and power output for that site?

Is there an alternative that is further from the county border?

On 2/2/10 1:49 PM, "Pillar, Lee W" <LPillar@duqlight.com> wrote:
John

Sorry

Plumb 40-28-18 79-43-25
Wilmerding 40-24-06 79-48-49
Mt. Washington 40-25-34 80-00-13
Dravosburgh 40-22-30 79-53-23

Total of 10

Thanks
Lee

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Tuesday, February 02, 2010 1:45 PM
To: Pillar, Lee W
Subject: Re: MCLM

Thanks Lee. I see six sites, are there nine? Just want to be sure.

John

On 2/2/10 1:38 PM, "Pillar, Lee W" <LPillar@duqlight.com> wrote:
John

Here are the lat's and lon

Hopewell 40-36-16 80-14-38

Valley 40-42-59 80-17-40

Shippingport 40-37-01 80-26-22

Raccoon 40-38-25 80-19-59

North 40-32-32 79-59-21

Clinton 40-30-29 N 80-18- 18W

Thanks lee

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Tuesday, February 02, 2010 11:19 AM
To: Pillar, Lee W
Subject: MCLM

Dear Lee,

It was nice talking with you today. Please send me a list of the lats/longs for the 9 sites, and I will add that to the draft contract and send it to you.

Here is my contact information. We can get this done this week if you like.

We appreciate your business!

John

John Reardon
CEO
Maritime Communications/Land Mobile, LLC

218 N. Lee Street, Suite 318
Alexandria, VA 22314
(703) 778-6555 office
(703) 887-2109 cell
(703) 548-4399 fax

Pillar, Lee W

From: John Reardon [xreardon@earthlink.net]
Sent: Tuesday, February 09, 2010 2:03 PM
To: Pillar, Lee W
Subject: FW: Duquesne Power and Light
Attachments: Duquesne.APA.2 9.10.doc

Dear Lee,

Here is the corrected channel information, with specific channels assigned to Plum and Dravosburg.

If this works, please print, have it signed and PDF back to me.

I will then countersign and we will be good to go.

Hope the snow stops soon!

John

----- Forwarded Message

From: "Smith, Tim" <tim.smith@criticalrf.com>
Date: Tue, 9 Feb 2010 13:37:28 -0500
To: "Smith, Tim" <tim.smith@criticalrf.com>, John Reardon <xreardon@earthlink.net>, "Smith, Tim" <tim.smith@mclmllc.com>
Subject: RE: Duquesne Power and Light

John,

Let's replace what should have been 217/219.2750 with 217/219 9750MHz for the Dravosburgh and Plumb sites.

Thanks,
Tim

From: Smith, Tim
Sent: Tuesday, February 02, 2010 5:24 PM
To: 'John Reardon'; 'Smith, Tim'
Subject: RE: Duquesne Power and Light

John,

Here are 5 channel pairs.

- 1.) 217/219.0250MHz
- 2.) 217/219.0875MHz
- 3.) 217/219.1500MHz
- 4.) 217/219.2125MHz
- 5.) 217/219.2759MHz

I will verify the coverage tonight when I return to the hotel.

Thanks,

Tim

From: John Reardon [mailto:xreardon@earthlink.net]

Sent: Tuesday, February 02, 2010 3:22 PM

To: 'Smith, Tim'

Subject: Duquesne Power and Light

Tim, thanks for help with finding me one 50 kHz simplex for each below, taken from a total of 5 channels of 50 kHz paired at the low end of the B block.

Preferably they would get a 25 mile diameter around a centerpoint (12.5 mile radius from each one of these centerpoints). Let me know if we need to bring it down to less area covered. Its the B block. Its for Allegheny and Beaver Counties, so they don't need to go outside of those counties.

1. Clinton 40-30-29 N, 80-18-18 W
2. Dravosburgh 40-22-30 N, 79-53-23 W
3. Hopewell 40-36-16 N, 80-14-38 W
4. North 40-32-32 N, 79-59-21 W
5. Mt. Washington 40-25-34 N, 80-00-13W
6. Plumb 40-28-18 N, 79-43-25W
7. Raccoon 40-38-25 N, 80-19-59 W
8. Shippingport 40-37-01 N, 80-26-22 W
9. Valley 40-42-59 N, 80-17-40 W
10. Wilmerding 40-24-06 N, 79-48-49 W

----- End of Forwarded Message

Pillar, Lee W

From: John Reardon [xreardon@earthlink.net]
Sent: Friday, February 12, 2010 9:01 AM
To: Pillar, Lee W
Subject: MCLM Wire Instructions

Dear Lee,

I hope your back is feeling better today! I wanted to let you know that the contract I sent requires signature and payment by the 15th, which is Monday.

Please find the wire instructions below. My fax is 703-548-4399 if you prefer to fax the signature page, or just PDF it to me and I will print, sign and PDF back to you. I will mail the original also.

I am in the office today until 3 PM, then I have to leave. Since Monday is a bank holiday, if we could get the contract signed today and wire sent today or Tuesday that would be ideal.

Best,

John

Maritime Communications/Land Mobile, LLC

- Wiring Instructions:

Stock Yards Bank & Trust Co
Jeffersonville, Indiana
ABA Routing Number 083000564
Account Name: Maritime Communications/Land Mobile, LLC
Account No. 1653504

On 2/3/10 11:54 AM, "Pillar, Lee W" <LPillar@duqlight.com> wrote:

John

Where having phone problems today call my cell phone please 412-779-6067

From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Wednesday, February 03, 2010 11:31 AM
To: Pillar, Lee W

Cc: David Warkentien
Subject: Re: MCLM

Dear Lee,

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Please note the \$125,000 deposit would be due to be paid by February 15th.

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On 2/3/10 10:22 AM, "Pillar, Lee W" <LPillar@duqlight.com> wrote:
John

Site	Latitude	Longitude	GND-ELV	Height	Top El
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Plumb	40-28-18	79-43-25	1195FT	180FT 54.9	1375FT
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Thanks
Lee

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Is there an alternative that is further from the county border?

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John

Sorry

Plumb 40-28-18 79-43-25
Wilmerding 40-24-06 79-48-49
Mt. Washington 40-25-34 80-00-13
Dravosburgh 40-22-30 79-53-23

Total of 10

Thanks
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From: John Reardon [<mailto:xreardon@earthlink.net>]
Sent: Tuesday, February 02, 2010 1:45 PM
To: Pillar, Lee W
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North 40-32-32 79-59-21

Clinton 40-30-29 N 80-18- 18W

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We appreciate your business!

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CEO

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WHEREAS, Buyer seeks to purchase from Seller five channel pairs of 50 kHz each of the Federal Communications Commission (“FCC”) licenses owned by Seller within the Territory (as hereinafter defined) on the Effective Date of this Agreement; and

WHEREAS, the Parties are entering into this Agreement to document the terms and conditions under which Seller shall sell and Buyer shall purchase said FCC licenses.

NOW THEREFORE, based on the recitals provided above and other good and valuable consideration, the receipt and adequacy of which is confirmed by both Seller and Buyer intending to be legally bound, Seller and Buyer agree as follows:

Article I – Definitions

- a) The term “**Communications Act**” means the Communications Act of 1934, as amended.
- b) The term “**FCC Order**” means an action by the FCC granting the license for the six channels in the name of Buyer.
- c) The term “**FCC Rules**” means the rules, regulations, and policies promulgated by the FCC under the Communications Act that are currently in effect.
- d) The term “**Licenses**” shall mean five (5) paired channels of 50.00 kHz each of Automated Maritime Telecommunications Service (“AMTS”) spectrum issued to Seller by the FCC in the “B Block” of the 217-218 MHz and 219-220 MHz band within the Territory. Attached as **Exhibit A** hereto is a list of those frequencies and sites indicating where the 5 channel pairs may be utilized. Seller may substitute specific AMTS channel designations prior to closing in order to optimize use of the spectrum in Western Pennsylvania.
- e) The term “**Territory**” means those ten (10) locations within Allegheny and Beaver Counties, in Pennsylvania, covered by the Licenses, at the sites shown in **Exhibit A** attached hereto. Buyer’s 38 dBu service contour will not exceed the county boundaries.

Article II – Purchase and Sale of Licenses.

- a) Purchase Price. Buyer agrees to pay to Seller One Hundred and Twenty Five Thousand Dollars (\$125,000.00) (the “Purchase Price”) for the Licenses. Buyer agrees to pay Seller the balance of the Purchase Price on or before February 20, 2010.
- b) Seller agrees to take the Licenses off the market and exclusively reserve the Licenses for the Buyer for a period of time necessary to receive all consents, waivers and/or approvals from the FCC that are deemed necessary or appropriate by the Buyer for the transactions contemplated by this Agreement (hereinafter the “Exclusivity Period”). The Exclusivity Period shall expire upon the earlier of (i) the Closing Date (as hereinafter defined) or (ii) the termination of this Agreement. In the interim period between today and the Closing Date or termination of this Agreement, Buyer agrees to lease the channels from Seller for an additional fee of One Dollar (\$1.00) per year.
- c) Closing. The closing (herein called the “Closing”) of the transaction contemplated herein shall occur 10 business days after the date on which the FCC issues an order granting the Licenses to Buyer (hereinafter the “Closing Date”).
- d) Deliveries at Closing.
 - i) At Closing, Seller will deliver to the Buyer:
 - A) a copy of the order issued by the FCC that grants the Licenses to the Buyer;
 - B) an assignment from the Seller to the Buyer that acknowledges payment of the Purchase Price and that assigns all of the Seller’s right, title and interest in and to the Licenses,
 - C) such other instruments and documents as the Buyer may reasonably request .
 - ii) At Closing, Buyer will deliver to Seller such instruments of assumption as the Seller may reasonably request.
- e) Conditions Precedent to Closing Obligations.
 - i) Conditions Precedent to the Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:

- A) FCC Approval. The FCC shall have issued an order granting the Licenses to the Buyer.
- B) Representations True and Correct. Each and every representation of Seller under this Agreement shall be true and accurate in all material respects as of the date when made and, for the purposes of serving as a condition to close, shall be true and accurate in all material respects at and as of the Closing Date as if it had been made again at and as of the Closing.
- C) Compliance with Covenants and Agreements. Seller shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Buyer) each and every covenant and agreement required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date.
- D) Litigation. No suit, action or other proceedings shall, on Closing Date, be pending or threatened before any court or governmental agency seeking to restrain, prohibit, or obtain material damages or other material relief in connection with the consummation of the transactions contemplated by this Agreement.

If any such condition on the obligations of Buyer under this Agreement is not met as of the Closing Date, or in the event the Closing does not occur on or before the Closing Date, or in the event the FCC does not issue an order granting the Licenses to the Buyer, and (in any case) Buyer is not in material breach of its obligations hereunder, this Agreement may, at the option of Buyer, be terminated. In the event such a termination by Buyer occurs the parties shall have no further obligations to one another hereunder (other than the obligations under Articles V and X hereof all of which will survive such termination). If Buyer proceeds to Closing with knowledge of any condition precedent above not being met by Seller, such condition precedent will be deemed waived by Buyer as a condition to close and Buyer hereby waives any claim for breach of a covenant, representation or warranty or for indemnity related thereto.

- ii) Conditions Precedent to the Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to each of the following conditions being met:
 - A) FCC Approval. The FCC shall have issued an order granting the Licenses to the Buyer.
 - B) Compliance with Covenants and Agreements. Buyer shall have performed and complied in all material respects with (or compliance therewith shall have been waived by Seller) each and every covenant and agreement required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.

- C) Litigation. No suit, action or other proceedings shall, on Closing Date, be pending or threatened before any court or governmental agency seeking to restrain, prohibit, or obtain material damages or other material relief in connection with the consummation of the transactions contemplated by this Agreement.

If any such condition on the obligations of Seller under this Agreement is not met as of the Closing Date, or in the event the Closing does not occur on or before the Closing Date, or in the event the FCC does not issue an order granting the Licenses to the Buyer, and (in any case) Seller is not in material breach of its obligations hereunder, this Agreement may, at the option of Seller, be terminated. In the event such a termination by Buyer occurs the parties shall have no further obligations to one another hereunder (other than the obligations under Articles V and X hereof all of which will survive such termination).

- f) Cooperation. Within fifteen (15) days of the Effective Date of this Agreement, Seller must submit assignment application(s) to the FCC that seek permission from the FCC to assign the Licenses to Buyer from Seller. Buyer and Seller agree to cooperate in the Seller's preparation of, and the Seller's filing of, these FCC assignment application(s). The first draft of each such filing shall be prepared by Dennis C. Brown, counsel to Seller; and all such costs for the preparation of each such filing shall be borne by the Seller. Buyer shall be responsible for the cost of Buyer's counsel in reviewing and commenting on each such filing. Seller and Buyer shall diligently prosecute all such applications, request such extensions to consummate the transaction and take all such actions and give all such notice as may be required or requested by the FCC or any other regulatory agency or as may be appropriate in an effort to expedite the grant of such FCC or such regulatory agency consents, approvals and waivers.

Article III – Representations and Warranties

Seller represents, covenants and warrants that:

- a) Seller is the exclusive owner of the Licenses.
- b) The Licenses are free and clear of any liens or encumbrances.
- c) The Licenses have not been leased by the Seller and will be clear for use by Buyer on the Closing Date.
- d) From the Effective Date until the Closing Date, unless this Agreement is terminated earlier in accordance with its provisions, Seller shall not:
 - i) sell, transfer, pledge, assign, mortgage, encumber or otherwise dispose of all or any portion of the Licenses;